

OCT 18 2021

Bruce C. Burt (WY#6-4193)
BURT & PAYNE, P.C.
Mailing Address:
 PO Box 720
 Riverton, UT 84065
Physical Address:
 7090 S. Union Park Ave., #450
 Midvale, UT 84047
 Telephone: (801) 849-8879
 Email: bburt@burtpayne.com

FILED IN THE DISTRICT COURT
 OF UTAH COUNTY, WYOMING

OCT 14 2021
 ORIGINAL SIGNED BY
 SHANDA FIFE DEPUTY
 KERRI WRIGHT
 CLERK OF DISTRICT COURT

Attorneys for Plaintiffs

**IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
 UTAH COUNTY, STATE OF WYOMING**

NATIONWIDE MUTUAL INSURANCE)
 COMPANY, A/S/O SEVIER VALLEY)
 TRANSPORTATION, LLC and WILLIAM)
 TWITCHELL,)

Plaintiffs,)

v.)

SILVER EAGLE REFINING INC., JANE)
 AND JOHN DOES,)

Defendants.)

Civil No. 21-183

COMPLAINT

Plaintiff complains and alleges against Defendant as follows:

1. Nationwide Mutual Ins. Co. is a foreign corporation located in Ohio and doing business in Wyoming.
2. Plaintiff insured Sevier Valley Transportation, LLC an Utah LLC with its Principal place of business in Richfield, Utah.

COPY

3. Nationwide is equitably subrogated to the damages sustained by Sevier Valley Transportation, LLC. resulting from the property damage in this accident.

4. William Twitchell is a Utah resident who was injured in the fire/explosion at issue in this lawsuit and is suing personally for his own personal injuries.

5. Plaintiffs do not know the identify or residence of Jane and John Doe defendants.

6. Upon information and belief, Silver Eagle Refining, Inc is a Utah corporation with its headquarters in Woods Cross, Utah and which an refinery located in Evanston, Wyoming.

7. The events complained of occurred in Uinta County, Wyoming.

8. Venue is conferred pursuant to W.S.A 1-1-101, 1-5-107 and/or 1-5-109.

9. Venue is appropriate pursuant to Article 5, Section 10 of the Wyoming Constitution.

10. The actions complained of occurred on September 19, 2020 in Evanston, Wyoming at 2990 County Road 180, Evanston, Wyoming at the Silver Eagle Refinery (refinery).

11. On September 19, 2020 Twitchell was operating a vehicle owned by his employer, Sevier Valley Transportation and which was parked at the refinery.

12. Twitchell had pulled into the center of three loading bays at the refinery.

13. At or about this same time, a vehicle owned by WR Hauling was in a nearby bay also loading fuel.

14. Twitchell was standing near the rear passenger side of his vehicle when he heard a "whoosh" sound, felt heat and was thrown outside the facility.

15. Twitchell looked up to see flames near the WR Hauling truck which was on fire and Twitchell did not know whether the HR Hauling vehicle was on fire or if the pipe above the WR Hauling truck was on fire, but prior to this there was no fire near Twitchell or his truck and trailer.

16. Neither Twitchell nor Sevier Valley contributed to the cause of the fire and explosion.

17. The driver of the WR Hauling vehicle came running out of the structure and was on fire.

18. Twitchell had loaded around 5,500 gallons of gasoline prior to this fire and explosion.

19. It is well known that the fittings on the vapor lines at the refinery leak and emit vapor inside the building and, in particular, the bay in which the WR Hauling vehicle was located is known to lean more than the others at the refinery.

20. Twitchell suffered personal injuries, emotional trauma, and other damages (past, present and future) subject to proof at trial.

21. Twitchell is entitled to recover for his pain and suffering as well as the other emotional trauma he suffered as a result of Defendant's negligence.

22. As a result of the car explosion and resulting damage to the Sevier Valley Transportation vehicles, Nationwide Insurance Co. paid \$261,131.43 in damages, excluding OOP expenses.

23. Nationwide paid \$119,692.71 for the 2018 Peterbilt, \$1,000 for the driver's

personal effects, and \$3,875.00 for disposal.

24. Nationwide paid \$62,870.75 for the 2015 Polar Tank Trailer, \$3,904.22 for hoses and fittings, and other damages resulting in \$69,788.75 in damages.

25. The driver's personal effects totaled no less than \$2,356.29 some of which may not have been reimbursed by insurance proceeds.

26. The parties may have sustained other damages not explicitly plead, but that which flowed from the Defendant's negligence.

27. Defendant owed duties of care to Plaintiffs.

28. Defendant breached duties of care to Plaintiffs which breaches resulted in financial losses to Plaintiffs.

29. The damages sustained by Plaintiffs resulting from Defendants' negligent conduct were foreseeable and the direct result of Defendant's negligent actions.

30. As a direct and proximate cause of Defendant's negligence, Plaintiffs will incur attorney's fees to recover its economic damages.

PRAYER FOR RELIEF

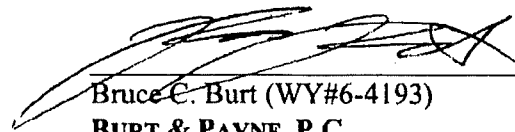
BASED ON THE FOREGOING, Plaintiff prays for judgment against Defendants as follows:

1. For special damages alleged above and to be proven at trial;
2. For attorney's fees;
3. For costs of court;
4. For pre and post judgment interests and other allowed costs;

5. For such other and further relief as may be justified and required by law.

DATED this 8th day of October, 2021.

BURT & PAYNE, P.C.

A handwritten signature in black ink, appearing to read "Bruce C. Burt", is written over a horizontal line.

Bruce C. Burt (WY#6-4193)

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